

Bailey Pinney PC
Shelby L. Clark, Cal. Bar No. 203606
 Sclark@wagelawyer.com
 1498 SE Tech Center Place, Suite 290
 Vancouver, Washington 98683
 Telephone: (800) 882-8351 Fax: (360) 567-3331

Bonnie Mac Farlane, Cal. Bar No. 161526
 BmacFarlane@wagelawyer.com
 720 Howe Avenue, Suite 113
 Sacramento, CA 95825
 Telephone: (800) 230-5528
 Fax: (800) 230-5866

Attorney for Plaintiff Art Navarro

**IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA**

Art Navarro, individually, and on behalf of
 all others similarly situated,

Plaintiff,

v.

**The Pep Boys Manny Moe & Jack of
 California**, a California Corporation, **The
 Pep Boys - Manny, Moe & Jack**, a
 Pennsylvania Corporation, and DOES 1-25
 inclusive,

Defendants.

E-filing

FILED

MAY 18 2007

RICHARD W. MEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

EMC

Case No. **C 07**

2633

**PLAINTIFF'S COMPLAINT
 CLASS ACTION**

1. Failure to Provide Rest Periods;
2. Failure to Provide Meal Periods;
3. Failure to Timely Pay Wages (Late Pay);
4. Failure to Pay Wages;
5. Failure to Pay Minimum Wages;
6. Failure to Pay Minimum Wage (29 U.S.C. § 201 *et seq.*);
7. Failure to Pay Overtime Wages;
8. Failure to Pay Overtime Wage (29 U.S.C. § 201 *et seq.*);
9. Failure to Provide Accurate Itemized Wage Statements;
10. Failure to Pay Wages for "Split Shifts";
11. Uniform Violations;
12. Conversion of Wages; and
13. Unlawful Business Practices (Business and Professions Code §17200 *et seq.*)

DEMAND FOR JURY TRIAL

Plaintiff Art Navarro (hereinafter, "Plaintiff"), individually and on behalf of others similarly situated, brings this class action and collective action Complaint against Defendants, The Pep Boys Manny Moe & Jack of California, and The Pep Boys – Manny, Moe & Jack, and alleges the following upon information and belief, except as to those allegations concerning Plaintiff, which are alleged upon personal knowledge:

PRELIMINARY STATEMENT

1. Plaintiff brings this action on behalf of current and former employees of Defendants to recover wages, including minimum wage and overtime, statutory wages, punitive damages, and liquidated damages, pursuant to California law for Defendants' failure to provide rest periods, failure to provide meal periods, failure to pay for all hours worked, failure to pay overtime and/or "premium" wages, and failure to timely pay wages at the termination of employment, and pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (Hereinafter, "FLSA") for Defendants' failure to pay minimum wage and overtime/ "premium" wages.

2. The Pep Boys Manny Moe & Jack of California is a wholly owned subsidiary of its parent corporation: The Pep Boys – Manny, Moe & Jack (collectively, "Pep Boys"). The Pep Boys – Manny, Moe & Jack is a Pennsylvania corporation with annual sales in excess of \$2.2 billion.¹ Pep Boys has 593 stores in 36 states and Puerto Rico. The stores feature an extensive assortment of automotive parts, accessories, tires, and batteries as well as automotive repair and maintenance services. Pep Boys operates 121 stores in California, with each store employing approximately 34 employees. Thus, Pep Boys has approximately 4,114 employees per year in California.

3. Pep Boys is an employer whose employees engage in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. § 203. Pep Boys is also an employer pursuant to California law.

4. Pep Boys requires its employees to work "off the clock," ("off the clock" is defined as work that was unpaid but provided to Pep Boys by Plaintiff and others similarly situated) i.e., Pep Boys requires its employees to begin working before clocking in for their scheduled shift and continue working after clocking out, without compensation, in violation of California law and the FLSA. Pep Boys does not pay wages, including minimum wage and overtime, as required by California law and the FLSA. Pep Boys works its employees without providing the rest and meal periods required by California law. Pep Boys does not provide accurate itemized wage statements as required by California law. Pep Boys does not pay its employees wages when due under California

¹http://www.pepboys.com/about/media/fact_sheet.html

1 law. Pep Boys does not pay its employees "split shift" wages as required by California law. Pep
2 Boys requires employees to purchase uniforms as a condition of their employment in violation of
3 California law. Pursuant to California's strong policy of assuring employees are paid all their wages,
4 are timely paid their wages, and are provided uninterrupted rest periods and meal periods, Plaintiff
5 seeks appropriate recoveries including costs of suit, attorneys' fees, interest, and other relief the court
6 deems necessary.

7 5. Plaintiff worked for Pep Boys in Santa Ana, California from March 2005 to September
8 2006. Plaintiff initially held the position of Assistant Manager and was paid at an hourly rate. On
9 average, Plaintiff estimates that he was not paid for approximately 10 hours of work per week.
10 Eventually, he was promoted to the salaried position of Store Manager. Although Plaintiff was
11 classified as a salaried employee, 70% to 75% of his job tasks were non-managerial.

12 6. Pep Boys classifies Store Managers as salaried employees exempt from overtime
13 wages, split shift wages, and rest and meal periods in violation of California law. Although, Store
14 Managers spend far more than 50% of their time engaged in non-exempt activities normally
15 performed by hourly employees, Pep Boys did not pay Plaintiff and others similarly situated wages
16 including minimum wages and overtime, did not pay "split shift" wages, nor provided accurate
17 itemized wage statements, nor did Pep Boys provide rest periods and meal periods in compliance
18 with California law and/or the FLSA.

19 **PARTIES**

20 7. At all material times, Plaintiff and others similarly situated were current or former
21 employees of Pep Boys, and subject to California State wage and hour provisions as well as the
22 FLSA.

23 8. At all material times alleged in this complaint, The Pep Boys Manny Moe & Jack of
24 California was doing and continues to do business in the State of California as "Pep Boys" and is a
25 California corporation. At all material times alleged in this complaint, The Pep Boys – Manny, Moe
26 & Jack was doing and continues to do business in California as "Pep Boys" and is a Pennsylvania
27 corporation.

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1 9. Plaintiff, at the time of filing this Complaint, is an individual who resides in the State
2 of California and who is a citizen of the State of California. Plaintiff's Consent to Become a Party
3 Plaintiff pursuant to 29 U.S.C. § 216(b) is attached hereto as Exhibit A.

4 10. Plaintiff, at all times relevant herein, was a resident of Santa Fe Springs, California,
5 and was a citizen of the State of California at the time of his allegations against Pep Boys.

6 11. The Pep Boys Manny Moe & Jack of California, is a company organized and existing
7 under the laws of California. The Pep Boys – Manny, Moe & Jack, is a company organized and
8 existing under the laws of Pennsylvania. Both Defendants have their principal place of business in
9 Pennsylvania.

10 12. Plaintiff alleges that Defendants, DOES One through Twenty-five, acted together in
11 committing violations of the California Labor Code, Industrial Welfare Commission ("IWC") wage
12 orders, the FLSA, and all other applicable laws and/or regulations for the claims alleged herein .

13 13. The true names and capacities of Defendants, DOES One through Twenty-five,
14 inclusive, are presently unknown to Plaintiff, who therefore sues said Defendants by such fictitious
15 names. Plaintiff will seek leave of court to amend this Complaint to insert the true names and
16 capacities of said fictitiously named Defendant when the same have been ascertained.

17 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times herein
18 mentioned, each Defendant was the agent, representative, principal, servant, employee, partner, alter
19 ego, joint venture, successor-in-interest, assistant, and/or consultant of each and every remaining
20 Defendant, and as such, was at all times acting within the course, scope, purpose and authority of said
21 agency, partnership and/or employment, and with the express or implied knowledge, permission,
22 authority, approval, ratification and consent of the remaining Defendants and each Defendant was
23 responsible for the acts alleged herein and was an "employer" as set forth by California law and the
24 FLSA, and all Defendants herein were also negligent and reckless in the selection, hiring, and
25 supervision of each and every other Defendant as an agent, representative, principal, servant,
26 employee, partner, alter ego, joint venture, successor-in-interest, assistant, and/or consultant.

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JURISDICTION

15. This Court has federal question jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

16. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) to recover wages, statutory damages, liquidated damages, and exemplary damages for current and former employees of Pep Boys. Pep Boys owes unpaid wages, including minimum wages and overtime. Pep Boys also made late payments of final wages, nor paid "split shift" wages, nor provided uninterrupted rest and meal breaks in violation of California wage and hour laws, including the California Labor Code, IWC Wage Orders, and all other applicable California laws. The amount in controversy exceeds \$5,000,000.00 exclusive of interest and costs. The class will exceed 100 members as Pep Boys currently employs approximately 4,114 workers in California. Further, Plaintiff is diverse from Pep Boys.

17. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367.

VENUE AND INTRADISTRICT JURISDICTION

18. Venue is proper in this court pursuant to 28 U.S.C. § 1391(a) because this court has personal jurisdiction over Pep Boys, which: (1) conducts business in the State of California, including Alameda County, (2) hires and maintains employees in the State of California, including Alameda County, and (3) avails itself of the protection of the laws of the State of California. Further, pursuant to Cal. Bus. and Prof. Code § 17203, Defendant may be enjoined in any court of competent jurisdiction.

19. Pursuant to Civil L.R. 3-2, assignment to the Oakland Division of the U.S. District Court for the Northern District of California is appropriate because Pep Boys maintains stores in Alameda County as well as elsewhere in the State of California. Plaintiff respectfully requests assignment to the Oakland Division.

CLASS ACTION ALLEGATIONS

20. Plaintiff brings this action as a class action to recover statutory damages and monies due and owing for all current and former employees of Pep Boys, for its failure to pay wages,

1 including minimum wages and overtime, failure to provide rest periods, failure to provide meal
2 periods, failure to timely pay wages at the termination of employment, failure to provide accurate
3 itemized wage statements, failure to pay for "split shifts" wages, Pep Boys' requirement that
4 employees purchase uniforms as a condition of employment in violation of California law and/or the
5 FLSA.

6 21. Plaintiff prosecutes this Complaint pursuant to Rule 23(a), (b)(1), and (b)(3) of the
7 Federal Rules of Civil Procedure and pursuant to 29 U.S.C. § 216(b) on behalf of current and former
8 employees. Common questions of fact and law exist as to all class members and predominate over
9 any questions that affect only individual class members. The conduct at issue in this case affected
10 Plaintiff and all purported class members. Pep Boys employs approximately 4,114 employees in
11 California, therefore, based on information and belief, the members of the class exceeds 100 persons,
12 and that number will increase depending upon employee turnover.

13 22. Pep Boys failed to make immediate payment of all wages due and owing to Plaintiff
14 and others similarly situated when their jobs were terminated, as required by California law.

15 23. Pep Boys suffered, permitted, and allowed Plaintiff and others similarly situated to
16 perform work for the benefit of Pep Boys while "off the clock" and without compensation in
17 violation of California law and the FLSA.

18 24. Pep Boys is required to provide uninterrupted rest periods to Plaintiff and others
19 similarly situated. Pursuant to California law, Pep Boys is required to provide an uninterrupted duty-
20 free 10 minute rest period for every four hours worked or major fraction thereof.

21 25. Pep Boys failed to provide uninterrupted rest periods to Plaintiff and others similarly
22 situated in compliance with California law.

23 26. Pep Boys is required to provide uninterrupted meal periods to Plaintiff and others
24 similarly situated. Pursuant to California law, Pep Boys is required to provide an uninterrupted duty-
25 free 30 minute meal period after 5 hours of work per day, and Pep Boys is required to provide a
26 second uninterrupted duty-free 30 minute meal period after 10 hours of work per day.

27 27. Pep Boys failed to provide uninterrupted meal periods to Plaintiff and others similarly
28 situated in compliance with California law.

28. Because Pep Boys required Plaintiff and others similarly situated to work instead of providing uninterrupted rest periods and meal periods, Plaintiff and others similarly situated are owed wages and statutory wages pursuant to California law.

29. Pep Boys is required to provide accurate itemized wage statements for each pay period to Plaintiff and others similarly situated pursuant to California law. Pep Boys failed to provide accurate itemized wage statements to Plaintiff and others similarly situated. Because Pep Boys failed to provide accurate itemized statements of wages, Pep Boys owes actual damages to Plaintiff and others similarly situated.

30. Pep Boys is required to pay for "split shifts" worked by Plaintiff and others similarly situated, pursuant to California law. Pep Boys failed to pay Plaintiff and others similarly situated for "split shifts" worked. Because Pep Boys failed to pay "split shift" premiums, Pep Boys owes wages to Plaintiff and others similarly situated.

31. Pep Boys required Plaintiff and others similarly situated to purchase uniforms as a condition of their employment. In so doing, Pep Boys violated the requirements of California law and owes Plaintiff and others similarly situated actual damages.

32. Pursuant to California law, Pep Boys is required to properly classify its employees as hourly employees entitled to wages, including minimum wage, overtime and "split shift" wages, as well as required to provide rest and meal periods, and provide accurate itemized wage statements. Pep Boys failed to properly classify Plaintiff and others similarly situated as non-exempt hourly employees, instead Pep Boys wrongly classified Plaintiff and all others similarly situated as exempt. In so doing, Pep Boys violated California law and the FLSA, and owes wages including minimum wage, overtime wage, "split shift" wages, statutory wages and statutory damages to Plaintiff and others similarly situated for the miss-classification as exempt employees.

33. Pep Boys' applicable actions alleged herein was willful.

34. Pep Boys failed to pay wages, including minimum wage and overtime, failed to provide rest periods, failed to provide meal periods, required employees to work "off the clock," and failed to timely pay wages at termination. Pep Boys converted the property (unpaid wages and statutory damages) of Plaintiff and others similarly situated. In refusing to pay wages to Plaintiff, as

alleged herein, Pep Boys unlawfully and intentionally took and converted the property of the Plaintiff to its own use. At the time the conversion took place, Plaintiff was entitled to immediate possession of the wages and statutory damages. Pep Boys' conversion was oppressive, malicious, and fraudulent. For so doing, Pep Boys owes Plaintiff and others similarly situated the value of the property (unpaid wages) at the time of the conversion, interest from that time, and fair compensation for the time and money properly expended in pursuit of the property pursuant to California law, including but not limited to Cal. Civ. Code §§ 3336 and 3337. Plaintiff seeks all wages, interest, and related sums wrongfully converted by Pep Boys, and Plaintiff seeks exemplary damages pursuant to California law, including but not limited to Cal. Civ. Code § 3294.

35. Pep Boys' actions, detailed herein, were part of a corporate plan, practice, course of conduct, and scheme, which affected all employees who worked for Pep Boys. As a direct and proximate result of Pep Boys' unlawful companywide plan, practice, course of conduct, and scheme, Plaintiff and others similarly situated (1) were deprived of rest periods required by California law, (2) were not compensated for the unprovided rest periods, (3) were deprived of meal periods required by California law, (4) were not compensated for the unprovided meal periods, (5) were not compensated for the time they worked "off the clock," (6) were not paid their wages on time, (7) were not provided accurate itemized wage statements, (8) were not paid for "split shifts" worked, (9) were required to purchase uniforms as a condition of employment, and (10) were victimized by Pep Boys' policies and practices set forth herein. Plaintiff and other similarly situated employees are entitled to recover monies for the unprovided rest periods and meal periods, including but not limited to wages, statutory wages, minimum wages, and "overtime" and/or "premium" wages pursuant to the FLSA and/or California law. Plaintiff and others similarly situated are entitled to request injunctive relief. Also, Plaintiff and other similarly situated employees are entitled to recover appropriate reasonable attorneys' fees, costs, and interest.

36. **DEFINITION OF SUB-CLASSES** - Plaintiff seeks class certification to include, but not limited to, the following potential subclasses, pursuant to Rule 23(a), (b)(1), and (b)(3) of the Federal Rules of Civil Procedure.

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- 1 A. **UNPAID REST PERIOD CLASS** - Within the applicable time period prior
2 to the filing of this action up through and including the present date through
3 adjudication, a class consists of Plaintiff and others similarly situated, who
4 worked for Pep Boys, and who did not receive rest periods as required by
5 California law, and were not paid wages pursuant to Cal. Lab. Code § 226.7.
- 6 B. **UNPAID MEAL PERIOD CLASS** – Within the applicable time period prior
7 to the filing of this action up through and including the present date through
8 adjudication, a class consists of Plaintiff and others similarly situated, who
9 worked for Pep Boys, and who did not receive required meal periods as
10 required by California law, and were not paid wages pursuant to Cal. Lab.
11 Code § 226.7.
- 12 C. **UNPAID WAGES CLASS** – Within the applicable time period prior to the
13 filing of the of this action up through and including the present date through
14 adjudication a class consists of the Plaintiff and others similarly situated
15 whose employment with Pep Boys ended, who did not receive all wages when
16 due as required by California law.
- 17 D. **LATE PAYMENT CLASS** - Within the applicable time period prior to the
18 filing of this action up through and including the present date through
19 adjudication, a class consists of Plaintiff and others similarly situated, whose
20 employment with Pep Boys ended, who did not receive all wages when due as
21 required by California law.
- 22 E. **MINIMUM WAGE CLASS** - Within the applicable time period prior to the
23 filing of this action up through and including the present date through
24 adjudication, a class consists of Plaintiff and others similarly situated, who
25 worked for Pep Boys, who did not receive rest periods and meal periods, and
26 were not paid wages at the minimum wage for all hours worked when they
27 were “off the clock,” and during the rest periods and meal periods that should
28 have been provided.

- 1 F. **OVERTIME CLASS** - Within the applicable time period prior to the filing of
2 this action up through and including the present date through adjudication, a
3 class consists of Plaintiff and others similarly situated, who worked for Pep
4 Boys, and who were not paid at the applicable premium rate for all hours
5 worked in excess of the statutory maximum hours per day, and in excess of the
6 statutory maximum hours per week.
- 7 G. **ITEMIZED WAGE STATEMENT CLASS** – Within the applicable time
8 period prior to the filing of this action up through and including the present
9 date through adjudication, a class consists of Plaintiff and others similarly
10 situated, who worked for Pep Boys, and whose wage statements provided by
11 Pep Boys were inaccurate.
- 12 H. **SPLIT SHIFT CLASS** – Within the applicable time period prior to the filing
13 of this action up through and including the present date through adjudication,
14 a class consists of Plaintiff and others similarly situated, who were required to
15 work Pep Boys established schedules that were interrupted by non-paid non-
16 working periods other than bona fide rest or meal periods.
- 17 I. **UNIFORMS CLASS** – Within the applicable time period prior to the filing
18 of this action up through and including the present date through adjudication,
19 a class consists of Plaintiff and others similarly situated, who were required to
20 purchase uniforms as a condition of their employment at any time.
- 21 J. **CONVERSION CLASS** – Within the applicable time period prior to the
22 filing of this action up through and including the present date through
23 adjudication, a class consists of Plaintiff and others similarly situated, who
24 worked for Pep Boys, and whose wages were converted by Pep Boys' actions
25 in failing to pay wages, including minimum wage and overtime, and in failing
26 to timely pay wages and in failing to provide rest periods and meal periods as
27 required by contract and by California law.

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K. **BUSINESS AND PROFESSIONS CLASS** – Within the applicable time period prior to the filing of this action up through and including the present date through adjudication, a class consists of Plaintiff, and others similarly situated, who were not paid wages, including minimum wage and overtime, who were paid late wages, who were required to work through mandatory rest periods and meal periods, and who are owed monies for not receiving wages, for receiving late wages, and for working through mandatory rest periods and meal periods.

37. **DEFINITION OF COLLECTIVE ACTION CLASSES** - Plaintiff seeks class certification to include, but not limited to, the following potential classes, pursuant to 29 U.S.C. § 216(b).

A. **FAIR LABOR STANDARDS ACT MINIMUM WAGE CLASS** -Within the applicable time period prior to the filing of this action up through and including the present date through adjudication, a class consists of Plaintiff and others similarly situated who worked for Pep Boys, and who were not paid wages at the minimum wage for each hour worked.

B. **FAIR LABOR STANDARDS ACT OVERTIME CLASS** - Within the applicable time period prior to the filing of this action up through and including the present date through adjudication, a class consists of Plaintiff and others similarly situated who worked for Pep Boys, and who were not paid at the applicable premium rate for each hour worked in excess of the statutory maximum hours per day, and in excess of the statutory maximum hours per week.

38. **NUMEROSITY** - Based on information and belief, the members of the State wage and hour class exceeds 100 persons. Plaintiff estimates that Pep Boys employs approximately 4,114 employees per year in the State of California. This number may increase, depending upon the turnover rate for employees over the applicable statutory period prior to the commencement of this action.

39. **QUESTIONS OF LAW AND FACT** - Common questions of fact and law exist as to all class and subclass members, and predominate over any questions that affect only individual class members. The conduct at issue in this case affected all former Pep Boys employees. Common questions include:

- A. Whether Plaintiff and class members are subject to California State wage and hour statutes.
- B. Whether Plaintiff and class members are subject to the FLSA.
- C. Whether Pep Boys failed to provide Plaintiff and class members with rest periods as required by California law.
- D. Whether Pep Boys failed to provide Plaintiff and class members with meal periods as required by California law.
- E. Whether Plaintiff and class members worked hours and were not paid minimum wages for those hours.
- F. Whether Plaintiff and class members worked more than eight hours per day and/or more than 40 hours per week, entitling Plaintiff and class members to overtime pay.
- G. Whether Plaintiff and class members worked more than twelve hours per day, entitling Plaintiff and class members to "premium" pay.
- H. Whether Plaintiff and class members performed work for Pep Boys while "off the clock" and without compensation.
- I. Whether Plaintiff and others similarly situated were required to work "split shifts" for Pep Boys without compensation.
- J. Whether Plaintiff and others similarly situated were required to purchase uniforms as a condition of their employment with Pep Boys.
- K. Whether Pep Boys failed to pay Plaintiff and class members all wages due after termination of their employment when those wages were due.

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- L. Whether Pep Boys failed to properly classify Plaintiff and similarly situated class members as non-exempt hourly employees entitled to overtime wages, rest periods, and meal periods.
- M. Whether Pep Boys failed to provide Plaintiff and class members with accurate itemized wage statements.
- N. Whether Pep Boys converted property (unpaid wages) by failing to pay wages, including minimum wage and overtime, failing to timely pay wages, and by failing to compensate Plaintiff and class members for unprovided rest periods and meal periods.
- O. Which remedies are available for the claims alleged in the complaint.
- P. What is the statute of limitations for each claim for relief.

34. **TYPICALITY** - The claims of the named Plaintiff are typical of the claims of the members of the wage and hour class in that:

- A. Plaintiff is a member of the class.
- B. Plaintiff's claims stem from the same practice or course of conduct that forms the basis of the class.
- C. Plaintiff's claims are based upon the same legal and remedial theories as those of the class and involve similar factual circumstances.
- D. There is no antagonism between the interests of the named Plaintiff and absent class members.
- E. The injuries which Plaintiff suffered are similar to the injuries which class members have suffered.

35. **REPRESENTATION BY PLAINTIFF** - The named Plaintiff will fairly and adequately represent the class in that:

- A. There is no conflict between Plaintiff's claims and those of other class and subclass members.

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B. Plaintiff has retained counsel who are skilled and experienced in wage and hour cases and in class actions and who will vigorously prosecute this litigation.

C. Plaintiff's claims are typical of the claims of class members.

36. **CERTIFICATION** - of Plaintiff's claims is appropriate because:

A. Common questions of law or fact predominate over questions affecting only individual members.

B. The forum is convenient to the parties, class members, and potential witnesses; the class is specifically identifiable to facilitate provision of adequate notice; and there will be no significant problems managing this case as a class action.

C. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual class members have minimal interest in controlling the prosecution of separate actions.

FACTS

37. Plaintiff, Art Navarro, was a full-time employee of Pep Boys in Santa Ana, California from March 2005 to September 2006.

38. For approximately the first four months of his employment with Pep Boys, Mr. Navarro worked as an assistant manager and was paid on an hourly basis.

39. In his position as assistant manager, Mr. Navarro estimates that he was forced to work five to ten hours per week "off the clock." Pep Boys failed to pay Mr. Navarro for this time worked "off the clock."

40. While he was working as an assistant manager, Pep Boys failed to provide Mr. Navarro with rest periods and meal periods or the rest and meal periods were interrupted where he was required to work. Mr. Navarro did not receive rest breaks and he received rest breaks that were interrupted at least nine to ten times per week. Further, Mr. Navarro did not receive meal breaks and received interrupted meal breaks approximately four to five times per week.

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41. After approximately four months of employment with Pep Boys, Mr. Navarro was promoted to store manager and was paid on a salaried basis. He continued in this position until he left Pep Boys in September 2006.

42. Although classified as a salaried managerial employee, 70% to 75% of the tasks Mr. Navarro performed for Pep Boys were non-managerial in nature.

43. In his position as store manager, Mr. Navarro was forced to work 55 to 60 hours a week. Pep Boys only paid Mr. Navarro for the equivalent of 40 hours per week.

44. While he was working as store manager, Pep Boys failed to provide Mr. Navarro with rest periods and meal periods. Mr. Navarro did not receive rest and meal breaks and received interrupted rest and meal breaks .

45. During his employment with Pep Boys, Mr. Navarro would often have to travel to another store after clocking out for the day, to attend store meetings. This occurred approximately once a week.

46. Mr. Navarro was required to purchase uniforms while employed with Pep Boys.

47. Mr. Navarro provided Pep Boys with 72 hours' notice of his intention to terminate his employment with Pep Boys. His last day of work was September 28, 2006. Mr. Navarro did not receive his final paycheck until six days later, on October 3, 2006.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

(Failure to Provide Rest Periods: Cal. Lab. Code §§ 226.7 and 516)

48. Plaintiff incorporates the allegations contained in paragraphs 1- 47 as though fully set forth herein.

49. At all times material herein, Plaintiff and others similarly situated were employed by Pep Boys.

50. The California Labor Code and the IWC wage orders provide for minimum employment conditions to be followed by all employers within the State of California. California law, including but not limited to Cal. Lab. Code §§ 226.7, 516, and IWC wage orders, including but not limited to IWC wage order 7-2001, require that employees receive a paid, duty-free rest period of

1 not less than ten (10) minutes for each period of four (4) hours worked or major portion thereof.

2 51. Within the applicable time period prior to the filing of this Complaint up through and
3 including the present date through adjudication, Pep Boys failed to provide Plaintiff and others
4 similarly situated with duty-free rest periods of not less than ten (10) minutes, as required by law,
5 and failed to pay Plaintiff and others similarly situated for those rest periods not provided or
6 interrupted, including civil statutory wages pursuant to California Labor Code §§ 203 and 226.7.

7 52. Plaintiff and others similarly situated seek unpaid wages and statutory wages for the
8 time period allowed by law, plus costs, interest, disbursements, and attorneys' fees pursuant to
9 California law, including but not limited to Cal. Lab. Code §§ 203, 218.5, 218.6, and 226.7.

10 **SECOND CLAIM FOR RELIEF**

11 **(Failure to Provide Meal Periods: Cal. Lab. Code §§ 226.7, 512, and 516)**

12 53. Plaintiff incorporates the allegations contained in paragraphs 1- 52 as though fully set
13 forth herein.

14 54. At all times material herein, Plaintiff and others similarly situated were employed by
15 Pep Boys.

16 55. The California Labor Code and the IWC provide for minimum employment
17 conditions to be followed by all employers within the State of California. California law, including
18 but not limited to, Cal. Lab. Code §§ 226, 512, 516, and IWC wage orders require, in part, that
19 employees receive an uninterrupted meal period of not less than thirty (30) minutes for each shift
20 over five hours.

21 56. Within the applicable time period prior to the filing of this Complaint up through and
22 including the present date through adjudication, Pep Boys failed to provide Plaintiff and others
23 similarly situated with uninterrupted meal periods of not less than thirty (30) minutes as required,
24 and in violation of California law, including but not limited to, Cal. Lab. Code §§ 226.7, 512, 516,
25 and IWC wage orders. Pep Boys failed to pay Plaintiff and others similarly situated for those meal
26 periods not provided or interrupted.

27 57. As a result of Pep Boys' failure to provide meal periods as required, Plaintiff and
28 others similarly situated are entitled to recover wages for those meal periods that were not provided,

1 as required by California law, including but not limited to Cal. Lab. Code §§ 203 and 226.7.

2 58. Plaintiff and others similarly situated seek unpaid wages and statutory wages for the
3 three years prior to filing of this Complaint, plus costs, interest, disbursements, and attorneys' fees
4 pursuant to California law, including but not limited to Cal. Lab. Code §§ 203, 218.5, 218.6, and
5 226.7.

6 **THIRD CLAIM FOR RELIEF**

7 **(Late Payment of Wages: Cal. Lab. Code §§ 201, 202, and 203)**

8 59. Plaintiff incorporates the allegations contained in paragraphs 1- 58 as though fully set
9 forth herein.

10 60. At all times material herein, Plaintiff and others similarly situated were employed by
11 Pep Boys.

12 61. Within the applicable time period prior to the filing of this Complaint up through and
13 including the present date through adjudication, Pep Boys willfully failed to pay all wages to
14 Plaintiff and others similarly situated upon termination of their employment, when those wages were
15 due, which entitles Plaintiff and others similarly situated to up to 30 days of statutory wages for each
16 pay period when wages were not paid as required by California law, including but not limited to Cal.
17 Lab. Code §§ 201, 202, and 203.

18 62. Plaintiff and others similarly situated seek statutory wages for the applicable time
19 period prior to filing of this Complaint, plus costs, interest, disbursements, and attorneys' fees
20 pursuant to California law, including but not limited to Cal. Lab. Code §§ 201, 202, 203, 218.5,
21 218.6, and 226.7.

22 **FOURTH CLAIM FOR RELIEF**

23 **(Failure to Pay Wages: Cal. Lab. Code §§ 201, 202, and 218)**

24 63. Plaintiff incorporates the allegations contained in paragraphs 1-62 as though fully set
25 forth herein.

26 64. At all times material herein, Plaintiff and others similarly situated were employed by
27 Pep Boys.

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65. Within the applicable time period prior to filing of this Complaint up through and including the present date through adjudication, Pep Boys failed to pay wages as required by California law.

66. During the course of Plaintiff's employment, Pep Boys allowed, suffered and permitted, Plaintiff and others similarly situated to perform work for the benefit of Pep Boys instead of paying wages.

67. As a result, Plaintiff and other similarly situated, are entitled to wages pursuant to California law, including, but not limited to Cal. Lab. Code §§ 201, 202, and 218.

68. Pep Boys behavior in failing to pay Plaintiff and others similarly situated for each hour worked was willful, and there remain due and unpaid wages in amounts to be determined.

69. Plaintiff, on his behalf, and on behalf of others similarly situated, seeks as damages in an amount to be determined, fees and costs pursuant to California law, including but not limited to Cal. Lab. Code §§ 201, 202, 203, and 218, plus costs, interest, disbursements and attorneys' fees pursuant to California law, including but not limited to Cal. Lab. Code §§ 218.5 and 218.6.

FIFTH CLAIM FOR RELIEF

(Failure to Pay Minimum Wage: Cal. Lab. Code §§ 201, 202, 512, 1194, 1194.2, and 1197)

70. Plaintiff incorporates the allegations contained in paragraphs 1- 69 as though fully set forth herein.

71. At all times material herein, Plaintiff and others similarly situated were employed by Pep Boys.

72. Within the applicable time period prior to filing of this Complaint up through and including the present date through adjudication, Pep Boys failed to pay minimum wages to Plaintiff and others similarly situated, as required by California law.

73. During the course of Plaintiff's employment, Pep Boys allowed, suffered, and permitted Plaintiff and others similarly situated, to perform work for the benefit of Pep Boys without paying minimum wages to Plaintiff.

74. Pep Boys failed to compensate Plaintiff and others similarly situated for the hours of work provided by Plaintiff and others similarly situated.

75. As a result, Plaintiff and others similarly situated are entitled to minimum wages pursuant to California law, including but not limited to Cal. Lab. Code §§ 500, 510 and 1194.

76. Pep Boys' behavior in failing to pay Plaintiff and others similarly situated for each hour worked was willful, and there remain due and unpaid minimum wages in amounts to be determined.

77. Plaintiff, on his behalf and on behalf of others similarly situated, seeks as damages minimum wages in an amount to be determined, liquidated damages, fees, and statutory wages pursuant to California law, including but not limited to Cal. Lab. Code §§ 201, 202, and 203, plus costs, interest, disbursements, and attorneys' fees pursuant to California law, including but not limited to Cal. Lab. Code §§ 1194, 1194.2, and 1197.

SIXTH CLAIM FOR RELIEF

(FLSA Violations—Failure to Pay Minimum Wage: 29 U.S.C. §§ 206 and 215 (a))

78. Plaintiff incorporates the allegations contained in paragraphs 1- 77 as though fully set forth herein.

79. At all times material herein, Plaintiff and others similarly situated were employed by Pep Boys.

80. Within the applicable time period prior to the filing of this Complaint up through and including the present date through adjudication, Pep Boys failed to pay minimum wages to Plaintiff and others similarly situated as required by the FLSA.

81. During the course of Plaintiff's employment, Pep Boys allowed, suffered, and permitted Plaintiff and others similarly situated to perform work for the benefit of Pep Boys.

82. Pep Boys failed to pay minimum wages to Plaintiff and others similarly situated for the hours of work provided by Plaintiff and others similarly situated pursuant to the FLSA, including but not limited to 29 U.S.C. §§ 206 and 215(a).

83. Pep Boys' behavior in failing to pay Plaintiff and others similarly situated for each hour worked was willful, and there remain due and unpaid minimum wages in amounts to be determined.

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84. Pep Boys failed to make, keep, and preserve records of Plaintiff and others similarly situated pursuant to the FLSA, including but not limited to 29 U.S.C. §§ 211(c) and 215(a). As a result of Pep Boys' failure to make, keep, and preserve records of Plaintiff and others similarly situated, such records either do not exist or are insufficient to determine wages, hours, and other conditions of employment.

85. Pep Boys' failure to make, keep, and preserve records of Plaintiff and others similarly situated was willful.

86. Plaintiff, on his behalf and on behalf of others similarly situated, seeks as damages minimum wages in an amount to be determined, liquidated damages, and costs, interest, disbursements, and attorneys' fees, pursuant to the FLSA, including but not limited to 29 U.S.C. § 216(b).

SEVENTH CLAIM FOR RELIEF

(Failure To Pay Overtime: Cal. Lab. Code §§ 201, 202, 203, 500, 510, 512, and 1194)

87. Plaintiff incorporates the allegations contained in paragraphs 1- 86 as though fully set forth herein.

88. At all times material herein, Plaintiff and others similarly situated were employed by Pep Boys.

89. Within the applicable time period prior to the filing of this Complaint up through and including the present date through adjudication, Pep Boys failed to pay overtime wages to Plaintiff and others similarly situated, as required by California law.

90. During the course of Plaintiff's employment, Pep Boys allowed, suffered, and permitted Plaintiff and others similarly situated to perform work for the benefit of Pep Boys.

91. Pep Boys failed to compensate Plaintiff and others similarly situated for the hours of work provided by Plaintiff and others similarly situated.

92. In requiring Plaintiff and others similarly situated to work for the benefit of Pep Boys, Pep Boys allowed, suffered, and permitted Plaintiff and others similarly situated to work hours in excess of the statutory maximums of 8 hours per day and 12 hours per day and/or 40 hours per week. As a result, Plaintiff and others similarly situated are entitled to unpaid overtime wages pursuant to

1 California law, including but not limited to Cal. Lab. Code §§ 500, 510, and 1194.

2 93. Pep Boys' behavior in failing to pay Plaintiff and others similarly situated for each hour
3 worked in excess of the statutory maximums of 8 hours per day and 12 hours per day, and/or 40 hours
4 per week, was willful, and there remain due and unpaid overtime wages in amounts to be determined.

5 94. Plaintiff, on his behalf and on behalf of others similarly situated, seeks as damages
6 overtime wages in an amount to be determined, fees, and statutory wages pursuant to California law,
7 including but not limited to Cal. Lab. Code §§ 201, 202, 203, 500, 510, and 512, plus costs, interest
8 disbursements, and attorneys' fees pursuant to California law, including but not limited to Cal. Lab.
9 Code § 1194.

10 **EIGHTH CLAIM FOR RELIEF**

11 **(FLSA Violations—Failure to Pay Overtime Wage: 29 U.S.C. §§ 206 and 215(a))**

12 95. Plaintiff incorporates the allegations contained in paragraphs 1-94 as though fully set
13 forth herein.

14 96. At all material times herein, Plaintiff and others similarly situated were employed by Pep
15 Boys.

16 97. Within the applicable time period prior to the filing of this Complaint up through and
17 including the present date through adjudication, Pep Boys failed to pay overtime wages to Plaintiff and
18 others similarly situated as required by the FLSA.

19 98. During the course of Plaintiff's employment, Pep Boys allowed, suffered, and permitted
20 Plaintiff and others similarly situated to perform work for the benefit of Pep Boys.

21 99. Pep Boys failed to pay overtime wages to Plaintiff and others similarly situated for the
22 hours of work provided by Plaintiff and others similarly situated in excess of 40 hours per week
23 pursuant to the FLSA, including but not limited to 29 U.S.C. §§ 207 and 215(a).

24 100. Pep Boys' behavior in failing to pay Plaintiff and others similarly situated overtime
25 wages for each hour worked in excess of 40 hours per week was willful, and there remain due and
26 unpaid overtime wages in amounts to be determined.

27 101. Pep Boys failed to make, keep, and preserve records of Plaintiff and others similarly
28 situated pursuant to the FLSA, including but not limited to 29 U.S.C. §§ 211(c) and 215(a). As a

1 result of Pep Boys' failure to make, keep, and preserve records of Plaintiff and others similarly
 2 situated, such records either do not exist or are insufficient to determine wages, hours, and other
 3 conditions of employment.

4 102. Pep Boys' failure to make, keep, and preserve records of Plaintiff and others similarly
 5 situated was willful.

6 103. Plaintiff, on his behalf and on behalf of others similarly situated, seeks as damages
 7 overtime wages in an amount to be determined, liquidated damages, and costs, interest, disbursements,
 8 and attorneys' fees pursuant to the FLSA, including but not limited to 29 U.S.C. § 216(b).

9 **NINTH CLAIM FOR RELIEF**

10 **(Failure to Provide Itemized Wage Statements: Cal. Lab. Code § 226)**

11 104. Plaintiff incorporates the allegations contained in paragraphs 1- 103 as though fully set
 12 forth herein.

13 105. At all times material herein, Plaintiff and others similarly situated were employed by
 14 Pep Boys.

15 106. Pep Boys is required to comply with California wage and hour law. Pep Boys is
 16 required to provide accurate itemized wage statements for each pay period to Plaintiff and others
 17 similarly situated pursuant to California law, including but not limited to Cal. Lab. Code § 226.

18 107. Within the applicable time period prior to the filing of this Complaint up through and
 19 including the present date through adjudication, Pep Boys failed to provide accurate itemized wage
 20 statements to Plaintiff and others similarly situated, whereby Plaintiff and others similarly situated
 21 were harmed.

22 108. Plaintiff seeks payment of actual damages pursuant to Cal. Lab. Code § 226(e) for each
 23 employee who did not receive accurate itemized wage statements during his or her employment with
 24 Pep Boys. Plaintiff also seeks the payment of costs, interest, and attorneys' fees pursuant to Cal. Lab.
 25 Code §§ 218.5 and 218.6.

26 **TENTH CLAIM FOR RELIEF**

27 **(Failure to Pay for Split Shifts: IWC Order 7-2001)**

28 109. Plaintiff incorporates the allegations contained in paragraphs 1 - 108 as though fully set

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119. Pep Boys practice of requiring Plaintiff and others similarly situated to purchase and wear uniforms as a condition of employment constitutes a *per se* violation of Cal. Lab. Code § 450 in that Pep Boys has compelled and coerced its employees to patronize Pep Boys, by requiring the mandatory purchase of uniforms.

120. Plaintiff and others similarly situated have sustained damages as a direct and proximate consequence of Pe Boy's illegal conduct, to wit, they have been forced to purchase uniforms.

121. Plaintiff and others similarly situated are entitled under Cal. Code of Regs., tit. 8, § 11070(9)(A) to recover from Pep Boys any and all sums expended on uniforms as a condition of their employment, and to any and all civil penalties provided by law.

TWELFTH CLAIM FOR RELIEF

(Conversion of Wages)

122. Plaintiff incorporates the allegations contained in paragraphs 1- 121 as though fully set forth herein.

123. At all times material herein, Plaintiff and others similarly situated were employed by Pep Boys.

124. Within three years prior to the filing of this Complaint up through and including the present date through adjudication, Pep Boys failed to pay wages, including minimum wage and overtime, and failed to provide Plaintiff and others similarly situated with rest periods and meal periods as required by California law. Pep Boys owes Plaintiff and others similarly situated wages, including minimum wages and overtime wages, for the unprovided rest periods and meal periods. Because Pep Boys failed to compensate Plaintiff and others similarly situated for work they performed while "off the clock," Pep Boys owes Plaintiff and others similarly situated wages for the unpaid hours worked. Pep Boys also failed to pay wages at the termination of employment to Plaintiff and others similarly situated within the time periods required by California law, and Pep Boys owes monies of a known or easily calculated amount to Plaintiff and others similarly situated for failing to pay wages within the time periods required by California law.

125. Plaintiff and others similarly situated provided labor to Pep Boys, and wages became due and payable to Plaintiff and others similarly situated for that labor. At the termination of the

1 employment of Plaintiff and others similarly situated, wages were due and owing and were to be paid
 2 within the time allowed by Cal. Lab. Code §§ 201, 202, 203, and 226.7. The unpaid wages and
 3 statutory wages became the property of Plaintiff and others similarly situated, and Plaintiff and others
 4 similarly situated had a right to possess their property. By failing to pay earned wages and statutory
 5 wages when due, Pep Boys intentionally and wrongfully obtained and held the wages earned by
 6 Plaintiffs and others similarly situated.

7 126. Plaintiff and others similarly situated did not consent to Pep Boys' conversion of their
 8 monies and Plaintiff and others similarly situated were harmed by Pep Boys' conversion of their
 9 monies. Pep Boys' conversion of their monies was a substantial factor in causing harm to Plaintiff and
 10 others similarly situated.

11 127. As a result, those wages remain due and unpaid, and Plaintiff and others similarly
 12 situated seek the value of the property (unpaid wages and statutory wages) at the time of the
 13 conversion, interest from that time, and fair compensation for the time and money properly expended
 14 in pursuit of the property pursuant to Cal. Civ. Code §§ 3336 and 3337, and Plaintiff and others
 15 similarly situated seek punitive damages pursuant to Cal. Civ. Code § 3294, as well as statutory wages
 16 pursuant to Cal. Lab. Code § 203.

17 **THIRTEENTH CLAIM FOR RELIEF**

18 **(Unfair Competition: Cal. Bus. & Prof. Code § 17200 *et seq.*)**

19 128. Plaintiff incorporates the allegations contained in paragraphs 1- 127 as though fully set
 20 forth herein.

21 129. At all times material herein, Plaintiff and others similarly situated were employed by
 22 Pep Boys.

23 130. Within four years prior to the filing of this Complaint up through and including the
 24 present date through adjudication, Pep Boys failed to comply with the wage and hour provisions of the
 25 State of California, as set forth herein.

26 131. Plaintiff, individually and on behalf of the general public, alleges that at all relevant
 27 times Pep Boys' actions, including but not limited to its violations of California law and of the
 28 California Labor Code, as set forth above, constitute a continuing and ongoing unfair and unlawful

1 activity prohibited by Cal. Bus. and Prof. Code § 17200 *et seq.*, and justify restitution and/or injunctive
2 relief. The unlawful business practices of Pep Boys are likely to continue. These practices mislead the
3 public (that employees are being timely paid wages and are being provided rest periods and meal
4 periods in accordance to the California Labor Code), and present a continuing threat to the public. Pep
5 Boys' actions of avoiding the obligations and expense of compliance with conditions of labor and
6 wage are an unfair business practice. These violations constitute a threat and an unfair business policy.
7 Plaintiff has suffered injury in fact and has lost money or property as a result of such unfair
8 competition. The Court is authorized to order restitution and/or an injunction as a remedy for any
9 violations of Cal. Bus. & Prof. Code § 17200 *et seq.* Plaintiff alleges that Pep Boys violated California
10 Labor Code statutes.

11 132. Pep Boys has engaged in unfair business practices in California through the illegal
12 employment practices outlined above, including but not limited to failing to pay wages, including
13 minimum wage and overtime, failing to provide rest periods and meal periods, and failing to
14 compensate for sums due for labor, fees, and statutory wages according to California law. Pep Boys'
15 use of such practices constitutes an unfair business practice, unfair competition, and provides an unfair
16 advantage over Pep Boys' competitors. Plaintiff seeks full restitution of said monies from Pep Boys,
17 as necessary and according to proof, to restore any and all monies withheld, acquired, or converted by
18 Pep Boys by means of the unfair practices complained of herein.

19 133. Plaintiff alleges that, at all relevant times, Pep Boys has engaged in unlawful,
20 deceptive, and unfair business practices prohibited by Cal. Bus. & Prof. Code § 17200 *et seq.*,
21 including those set forth in the paragraphs above, thereby depriving Plaintiff and the public of the
22 minimum working conditions and standards due to them under the California Labor Laws and IWC
23 Wage Orders.

24 134. Private Attorneys General Act of 2004: Pursuant to the Private Attorneys General
25 Act of 2004, Cal. Lab. Code § 2698 *et seq.*, Plaintiff has given notice to Pep Boys and to the California
26 Labor and Workforce Development Agency of Pep Boys' violations of the California Labor Code and
27 California Wage Orders including but not limited to Cal. Lab. Code §§ 201, 202, 203, 226, 226.7, 510,
28 512, 516, 1194, and California Wage Order 7-2001. After the notice period provided in Cal. Lab.

Code § 2699.3, Plaintiff intends to amend his Complaint to include civil penalties provided for by California law, including but not limited to Cal. Lab. Code §§ 226.3, 558, 1197.1, 1199, and 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demand judgment against Pep Boys as follows:

1. For all unpaid wages, "overtime" and/or "premium pay" wages, and minimum wages in an amount to be determined at the time of trial;
2. For all wages and other related sums converted by Pep Boys;
3. For any and all profits, whether direct or indirect, Pep Boys acquired by reason of its conversion, and for all remedies provided in Cal. Civ. Code §§3336 and 3337.
4. Pursuant to Cal. Bus. and Prof. Code § 17203, that Pep Boys be preliminarily and permanently enjoined from: a) failing to provide employees mandatory rest periods and meal periods; b) permitting and unlawfully allowing employees to work hours instead of providing rest periods and meal periods without paying them statutory wages; c) permitting and unlawfully allowing employees to work hours for the benefit of Pep Boys while "off the clock" and without compensating employees; d) failing to provide employees with accurate itemized wage statements; e) failing to pay employees all wages due upon termination of employment within the time proscribed by law; f) failing to properly classify salaried employees as non-exempt hourly employees; g) permitting and unlawfully allowing employees to work "split shifts" without paying them "split shift" premiums; and h) requiring employees to purchase uniforms as a condition of employment.
6. Pursuant to Cal. Bus. and Prof. Code §17203 and the equitable powers of this Court, that Pep Boys be ordered to restore to Plaintiff and those similarly situated, all funds acquired by means of any act or practice declared by this Court to be unlawful or fraudulent or to constitute unfair competition under Cal. Bus. and Prof. Code § 17200 *et seq.*;

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7. For restitutionary disgorgement of wages and related sums, statutory wages, attorneys' fees, and all other remedies available pursuant to Cal. Bus. & Prof. Code § 17200 *et seq.*;
8. For wages and statutory damages pursuant to the California Labor Code, including but not limited to sections 203, 226, 226.7, and 510;
9. For liquidated damages pursuant to the FLSA and pursuant to California law;
10. For punitive and exemplary damages;
11. For costs and disbursements, prejudgment and post-judgment interest in the amount of 10% per annum, liquidated damages, and attorneys' fees pursuant to Cal. Lab. Code §§ 218.5, 218.6, 1194, and 1194.2;
12. For a finding that Pep Boys violated the various provisions of the FLSA and of California's wage and hour laws set forth above;
13. For a finding that Pep Boys acted willfully in each of the violations of the FLSA and of California's wage and hour laws;
14. An injunction prohibiting Pep Boys from further violations of the FLSA and of California's wage and hour laws; and
15. For such further or alternative relief in favor of Plaintiff and all others similarly situated as the Court deems appropriate.

Dated: May 16, 2007

Bailey Pinney PC

By


Bonnie Mac Farlane

Attorney for Plaintiff Art Navarro

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JURY TRIAL DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b) and Civil L. R. 3-6(a), Plaintiff demands a jury trial for all issues so triable.

Dated: May 16, 2007

Bailey Pinney PC

By


Bonnie Mac Farlane
Attorney for Plaintiff Art Navarro

CERTIFICATION OF INTERESTED ENTITIES OR PERSONS

Pursuant to Civil L. R. 3-16, the undersigned certifies that as of this date, other than the named parties, there is no such interest to report.

Dated: May 16, 2007

Bailey Pinney PC

By



Bonnie Mac Farlane
Attorney for Plaintiff Art Navarro

Exhibit A

Bailey Pinney PC
Shelby L. Clark, Cal. Bar No. 203606
1498 SE Tech Center Place, Suite 290
Vancouver, Washington 98683
Sclark@wagelawyer.com
Telephone: (800) 882-8351 Fax: (360) 567-3331

Bonnie Mac Farlane, Cal. Bar No. 161526
720 Howe Avenue, Suite 113
Sacramento, CA 95825
Telephone: (800) 230-5528
Fax: (800) 230-5866
BmacFarlane@wagelawyer.com
Attorney for Plaintiff Art Navarro

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

Art Navarro, individually and on behalf of
all others similarly situated

Plaintiff,

vs.

The Pep Boys Manny Moe & Jack of
California, The Pep Boys -- Manny, Moe &
Jack,

Defendants.

Case No.

**CONSENT TO BECOME A PARTY
PLAINTIFF**

Fair Labor Standards Act of 1938, 29
U.S.C. § 216(b) (FLSA)

I, ART NAVARRO, hereby give my consent to be a party Plaintiff in this case pursuant to the
Fair Labor Standards Act of 1938, 29 U.S.C. § 216(b).

Dated: 3-14-07

By 

Art Navarro